



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

April 19, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES  
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum # 8 – Effective May 19, 2014**  
**CONTRACT NO. GSS12663-HVYEQUIP**  
**HEAVY EQUIPMENT**

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OF  
KEY CONTRACT INFORMATION

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – Fax: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. CONTRACT USE**

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This is **not** a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. NJPA and Contractor established a contract for the purchase of heavy construction equipment with related accessories, supplies, and services on or around July 20, 2011 (hereinafter, "Master Agreement").

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid through July 19, 2015. See vendor information below.

### **3. VENDORS**

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#### **Addendum # 7 updates vendor information**

<b>Contract # GSS12663-HVYEQUIPV01</b> NJPA Contract Number: 060311-CNH FSF Vendor ID: 0000126313 <b>CNH America, LLC</b> Attn: Gary Oldis 621 State Street Racine, WI 53402-5133 Phone: 262-636-0625 Fax: 262-636-5310 Email: <a href="mailto:gary.oldis@cnh.com">gary.oldis@cnh.com</a> Website: <a href="http://www.cnh.com/">http://www.cnh.com/</a>	<b>Product lines:</b> Case Kobelco New Holland  <b>Local Dealers:</b>  <b>New Holland Construction</b> <b>Modern Equipment Sales &amp; Rental Company</b> FSF Vendor ID: 0000018055 24 Brookside Drive Wilmington, DE, 19804-1102 Phone: 800-227-2525 Fax: 302-658-0135 Email: <a href="mailto:adamj@moderngroup.com">adamj@moderngroup.com</a> Website: <a href="http://www.moderngroup.com">www.moderngroup.com</a>
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	<p><b>Kobelco</b>  <b>Gaithersburg Equipment Company</b>  FSF Vendor ID: 0000076175  700 E Diamond Ave.  Gaithersburg, MD, 20877-3065  Phone: (301) 670-9300  Fax: (301) 926-3705  Website: <a href="http://www.gaithersburgequipment.com">www.gaithersburgequipment.com</a></p> <p><b>Case CE</b>  <b>Folcomer Equipment Corp</b>  FSF Vendor ID: 0000030376  12420 Sussex Highway  Greenwood, DE, 19950-5447  Phone: (302) 349-5760  Fax: (302) 349-5785  Website: <a href="http://www.folcomer.com">www.folcomer.com</a></p> <p><b>Eagle Power &amp; Equipment Corp.</b>  FSF Vendor ID: 0000018725  2211 DuPont Hwy  P.O. Box 889  New Castle, DE, 19720-0889  Phone: (302) 652-3028  Fax: (302) 652-7540  Website: <a href="http://www.eaglepowerandequipment.com">www.eaglepowerandequipment.com</a></p>
<p><b>Contract # GSS12663-HVYEQUIPV02</b>  NJPA Contract Number: 031711-DAC  FSF Vendor ID: 0000022081  <b>Deere and Company</b>  Attn: Bill Frank  2000 John Deere Run  Cary, NC 27513-2789  Phone: 972-974-0984  Email: <a href="mailto:FrankWilliamD@JohnDeere.com">FrankWilliamD@JohnDeere.com</a>  Website: <a href="http://www.johndeere.com">www.johndeere.com</a></p>	<p><b>Products:</b>  John Deere</p> <p><b>Local Dealers:</b>  <b>Atlantic Tractor, LLC</b>  FSF Vendor ID: 0000006283  301 East Street  Clayton, DE 19938-7707  Phone: 302-653-8536 or 800-367-2726  Fax: 410-648-2592  Email: <a href="mailto:scahall@atjd.net">scahall@atjd.net</a>  Website: <a href="http://www.atlantictractor.net/clayton.htm">http://www.atlantictractor.net/clayton.htm</a></p>
<p><b>Contract # GSS12663-HVYEQUIPV06</b>  NJPA Contract Number: 060311-JDC  FSF Vendor ID: 0000132192  <b>John Deere Construction Retail Sales</b>  Attn: Richard Murga or Mark Deakyne  1515 Fifth Avenue  Moline, IL 61265-1397  Phone: 800-319-3757  Fax: 309-765-3358  Email: <a href="mailto:murgarichard@johndeere.com">murgarichard@johndeere.com</a> or <a href="mailto:DeakyneMarkR@JohnDeere.com">DeakyneMarkR@JohnDeere.com</a>  Website: <a href="http://www.deere.com">www.deere.com</a></p>	<p><b>Products:</b>  Articulated Dump Trucks  Backhoe Loaders  Compact Track Loaders  Crawler Dozers  Crawler Loaders  Excavators (standard &amp; compact)  High-Speed Dozer  Landscape Loader  Motor Graders  Skid Steer Loaders  Wheel Loaders (standard &amp; compact)</p> <p><b>Local Dealers:</b></p>

	<p><b>Atlantic Tractor, LLC</b>  FSF Vendor ID: 0000006283  2688 Pulaski Hwy  Newark, DE 19702-3915  Phone: 302-834-0114  Fax: 302-834-2847  Email: <a href="mailto:dpoutre@atjd.net">dpoutre@atjd.net</a>  Website: <a href="http://www.atlantictractor.net/glasgow.htm">http://www.atlantictractor.net/glasgow.htm</a></p> <p><b>JESCO, Inc.</b>  FSF Vendor ID: 0000046031  1001 Industrial Dr.  Middletown, DE 19709-1097  Phone: 302-376-0784 or 800-241-7070  Fax: 410-918-5103  Email: <a href="mailto:mike.turssline@jesco.us">mike.turssline@jesco.us</a>  Website: <a href="http://www.jesco.us">www.jesco.us</a></p> <p><b>Atlantic Tractor, LLC</b>  FSF Vendor ID: 0000006283  301 East Street  Clayton, DE 19938-7707  Phone: 302-653-8536 or 800-367-2726  Fax: 410-648-2592  Email: <a href="mailto:scahall@atjd.net">scahall@atjd.net</a>  Website: <a href="http://www.atlantictractor.net/clayton.htm">http://www.atlantictractor.net/clayton.htm</a></p> <p><b>JESCO, Inc.</b>  FSF Vendor ID: 0000046031  9060 Ocean Hwy  Delmar, MD 21875-2334  Phone: 410-546-1090 or 800-241-7070  Fax: 410-918-5103  Email: <a href="mailto:lynda.bagdonas@jesco.us">lynda.bagdonas@jesco.us</a>  Website: <a href="http://www.jesco.us">www.jesco.us</a></p>
<p><b>Contract # GSS12663-HVYEQUIPV03</b>  NJPA Contract Number: 060311-CEC  FSF Vendor ID: 0000127445  <b>Clark Equipment Company</b>  Attn: Mike Kotzbacher  250 E. Beaton Drive  West Fargo, ND 58078-2656  Phone: 701-241-8746  Fax: 701-280-7860  Email: <a href="mailto:mike.kotzbacher@doosan.com">mike.kotzbacher@doosan.com</a>  Website: <a href="http://www.bobcat.com/government">http://www.bobcat.com/government</a></p>	<p><b>Product Lines:</b>  Bobcat  Doosan</p> <p><b>Local Dealers:</b></p> <p><b>Burke Equipment Company</b>  FSF Vendor ID: 0000106399  2063 Pulaski Hwy  Newark, DE 19702-3503  Phone: 302-737-3100  Fax: 302-737-3578  Email: <a href="mailto:chris@burkeequipment.com">chris@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p>

	<p><b>Burke Equipment Company</b>  FSF Vendor ID: 0000106399  54 Andrews Lake Rd.  Felton, DE 19943  Phone: (302) 284-0123  Fax: (302) 284-0225  Email: <a href="mailto:mbabbitt@burkeequipment.com">mbabbitt@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p> <p><b>Burke Equipment – Seaford, Inc.</b>  FSF Vendor ID: 0000106399  11196 East Snake Rd.  Delmar, DE 19940  Phone: (302) 629-7500  Fax: (302) 629-5570  Email: <a href="mailto:cwagner@burkeequipment.com">cwagner@burkeequipment.com</a>  Website: <a href="http://www.burkeequipment.com">www.burkeequipment.com</a></p> <p><b>Chesapeake Supply and Equipment Co</b>  FSF Vendor ID: 0000029403  12915 S DuPont Highway  Felton, DE 19943  Phone: (302) 800-483-0885 or 410-792-4750  Fax: (302) 410-792-2854  Email: <a href="mailto:jeggers@chesupeq.com">jeggers@chesupeq.com</a>  <a href="http://www.equipmentbychesapeake.com">www.equipmentbychesapeake.com</a></p> <p><b>McClung-Logan Equipment Co</b>  FSF Vendor ID: 0000029419  17941 Sussex Hwy  Bridgeville, DE 19933  Phone: (302)337-3400  Fax: (302)337-9083  Email: <a href="mailto:tlynch@mcclung-logan.com">tlynch@mcclung-logan.com</a>  <a href="http://www.mcclung-logan.com">www.mcclung-logan.com</a></p>
<p><b>Contract # GSS12663-HVYEQUIPV04</b>  NJPA Contract Number: 031711-AGI  FSF Vendor ID: 0000033769  <b>Alamo Industrial, Inc.</b>  Attn: John Wright  1502 E. Walnut Street  Seguin, TX 78155-5202  Phone: 830-372-9517 or 800-882-5762  Fax: 800-242-5266  Email: <a href="mailto:jwright@alamo-group.com">jwright@alamo-group.com</a>  Website: <a href="http://www.alamo-industrial.com">www.alamo-industrial.com</a></p>	<p><b>Products:</b>  Boom Mowers  Ditchers, Loaders &amp; Sickle Bars  Flail Mowers  Rotary Mowers  Tree &amp; Brush Cutters</p> <p><b>Local Dealers:</b></p> <p><b>Gaithersburg Equipment Co. Inc.</b>  Attn: Brian Dunleavy, 830-605-2295  700 E. Diamond Ave.  Gaithersburg, MD 20877-3065  Phone: 301-670-9300  Fax: 301-926-3705  Email:  Website: <a href="http://www.gaithersburgequipment.com">www.gaithersburgequipment.com</a></p>

	<p><b>Security Equipment Company, Inc.</b>  Attn: Brian Dunleavy, 830-305-2295  3828 Washington Blvd.  Baltimore, MD 21227  Phone: 410-247-9600  Fax: 410-247-4819  Email:  Website: <a href="http://www.securityfnh.com">www.securityfnh.com</a></p> <p><b>Messick Farm Equipment, Inc.</b>  Attn: Jill Sandidge, 800-882-5768  7481 Lincoln Hwy East  Abbottstown, PA 17301  Phone: 717-259-6617  Email:  Website: <a href="http://www.messicks.com">www.messicks.com</a></p>
<p><b>Contract # GSS12663-HVYEQUIPV05</b>  NJPA Contract Number: 060311-All  FSF Vendor ID: 0000033246  <b>Altec Industries, Inc.</b>  Attn: Cullen Bull  33 Inverness Center Parkway  Suite 110  Birmingham, AL 35242</p> <p>Phone: 205-222-0137 or 205-991-7733  Fax: 205-981-2522  Email: <a href="mailto:cullen.bull@altec.com">cullen.bull@altec.com</a>  Website: <a href="http://www.altec.com">www.altec.com</a></p>	<p><b>Product:</b>  Truck Mounted Aerial Devices  Digger Derricks  Telescopic Boom Truck Cranes  Cable Handling Devices  Ground Rod Drivers  Hotline Insulator Washers  Pressure Diggers  Altec Bodies  Pole Cargo Trailers  Environmental Products</p> <p><b>Local Dealers:</b>  None listed</p>
<p><b>Contract # GSS12663-HVYEQUIPV08</b>  NJPA Contract Number: 060311-VTL  FSF Vendor ID: 0000184911  <b>V T Leeboy, Inc. (BR Lee Industries)</b>  Attn: Naomi Gibson  500 Lincoln County Parkway Ext  Lincolnton, NC 28092-6132  Phone: 704-966-3371  Fax: 704-919-5350  Email: <a href="mailto:ngibson@leeboy.com">ngibson@leeboy.com</a>  Website: <a href="http://www.leeboy.com">www.leeboy.com</a></p>	<p><b>LeeBoy Products:</b>  <a href="#">Asphalt Pavers</a>  <a href="#">Motor Grader</a>  <a href="#">Force Feed Loader</a>  <a href="#">Tack Distributors</a>  <a href="#">Rollers / Compaction</a>  <a href="#">Maintainers</a>  <a href="#">Legend Electric Screed</a>  <a href="#">Asphalt Rakes &amp; Tools</a>  <a href="#">Concrete Curber</a>  <a href="#">LeeBoy Product Guide</a></p>
	<p><b>Local Dealers:</b></p> <p><b>Contract # GSS12663-HVYEQUIPV09</b>  <b>U. S. Municipal Supply, Inc.</b>  FSF Vendor ID: 0000019576  Attn: Bob Connell or Steve Miller  461 Glennie Cir  King of Prussia, PA 19406-2629  Phone: 610-292-9450 or 800-222-1980  Fax: 610-275-4270  Email: <a href="mailto:rcc@usmuni.com">rcc@usmuni.com</a> or <a href="mailto:scm@usmuni.com">scm@usmuni.com</a>  Website: <a href="http://www.usmuni.com">www.usmuni.com</a></p>

	<b>Contract # GSS12663-HVYEQUIPV10</b> <b>Valley Supply &amp; Equipment Co., Inc.</b> FSF Vendor ID: 0000029906 Attn: Brandon Klein or Larry Elavsky 20332 Leitersburg Pike Hagerstown, MD 21742-1451 Phone: 410-780-4000 or 800-633-5077 Fax: 410-780-4004 Email: <a href="mailto:bklein@valleysupplyequipment.com">bklein@valleysupplyequipment.com</a> or <a href="mailto:lelavsky@valleysupplyequipment.com">lelavsky@valleysupplyequipment.com</a> Website: <a href="http://www.valleysupplyequipment.com">www.valleysupplyequipment.com</a>
<b>Contract # GSS12663-HVYEQUIPV14</b> NJPA Contract Number: 031710-GRD <b>Gradall Industries, Inc</b> FSF ID: 0000205697 Attn: Michael T. Norman 406 Mill Ave SW New Philadelphia, OH 44663-3835 Phone: (330)339-8428 Fax: (330)339-8468 Email: <a href="mailto:mtnorman@gradall.com">mtnorman@gradall.com</a> Website: <a href="http://www.gradall.com">www.gradall.com</a>	<b>Local Dealers:</b>  <b>Contract # GSS12663-HVYEQUIPV13</b> <b>Elliott &amp; Frantz, Inc</b> FSF Vendor ID: 0000046031 Attn: Rich Wolfolk 38420 Sussex Hwy Delmar, DE 19940-3510 Phone: (302)846-3033 Fax: (302)846-0763 Cell: (410)463-0248 Email: <a href="mailto:rwelliotfrantz@yahoo.com">rwelliotfrantz@yahoo.com</a> Website: <a href="http://www.gradall.com">www.gradall.com</a>

#### 4. **SHIPPING TERMS**

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Freight – based on FOB point of shipment.

#### 5. **DELIVERY AND PICKUP**

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- a. Agencies may work with the local dealer in specifying machine requirements or call the primary vendor contact directly at the numbers above.
- b. Dealers would submit preliminary build codes to the primary vendor for verification of pricing, discount and freight from factory to dealer. Full delivery address for end-user is required for freight calculation.
- c. Additional charges may occur for installation of attachments as well as for parts, accessories and open market items.
- d. Purchase Orders should be made out to the **Primary Vendor**.
- e. Identify the NJPA contract number, as well as the GSS contract number.
- f. Dealer delivers machine.
  - I. Dealer performs operator review, as needed.
  - II. Dealer files warranty registration.

#### 6. **PRICING**

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Prices will remain firm for the term of the contract year. All items are a percent off the manufacturer's lowest list price catalog. Pricing and discount information may be obtained from the cognizant State Contract Procurement Officer.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Agency pays the primary vendor for purchase and not the dealer.

### **9. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### **12. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.



### **13. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

### **14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.